

**DESCRIPTION:** Coastal Invasive Species Inventory

**SOLICITATION NUMBER:** 1464-16-R-RFPR-00002

**BID DUE DATE AND TIME:** February 09, 2016 AT 2:00 P.M. LOCAL TIME

The Mississippi Department of Wildlife, Fisheries and Parks will accept **Request for Proposals** until **1:59 p.m., February 09, 2016**. Bids will be opened at 2:00 p.m.

**Bid Opening Location:** MS Department of Wildlife  
Fisheries and Parks  
Attn: Purchasing Department  
1505 Eastover Dr.  
Jackson, MS 39211-6374

For questions regarding  
Specifications and General Terms and Conditions  
contact:

**Esther Young**  
**Director, Purchasing/Accounts Payable**  
**(601) 432-2081**  
**esthery@mdwfp.state.ms.us**

## **A. INTRODUCTION**

The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is seeking proposals from qualified contractors to provide field data collection services for MDWFP. MDWFP will award this contract to the person or entity submitting the proposal that is most advantageous to MDWFP.

## **B. SCOPE OF SERVICES**

The successful proposer will be required to inventory the following:

- 93+/- acres on Buccaneer State Park, Harrison County,  
Invasive Species Only Plots – 40 ±  
Timber Volume Plots – 6 ±
- 324+/- acres on Shepard State Park, Jackson County,  
Invasive Species Only Plots – 112 ±  
Timber Volume Plots – 19 ±
- 12,952+/- acres on Ward Bayou Wildlife Management Area (WMA)  
Jackson County,  
Invasive Species Only Plots – 2,632 ±  
Timber Volume Plots – 2,490 ±
- 33,821 +/- acres on Pascagoula River WMA in George and Jackson Counties.  
Invasive Species Only Plots – 7,140 ±  
Timber Volume Plots – 6,943 ±

## **C. CONTENT OF PROPOSAL**

The contractor will submit a proposal per plot for invasive species only plots and plots where both invasive species and timber will be inventoried for finalized payment calculations. A proposal may be submitted for each or all of the above listed properties.

Proposals shall include, at a minimum, the following items:

1. *Cover Letter.* A one page cover letter containing:
  - The name of the person(s) authorized to represent the contractor in negotiating and signing any agreement which may result from the proposal;
  - Entity name and address;
  - Phone, website and email address
2. *Experience.* Provide previous work examples that demonstrate the ability to provide services to locations listed in Section B, Scope of Services, of this RFP and

how you meet the experience qualifications outlined in Section D, Qualifications and Experience, of this RFP. For each example, provide the following information:

- The scope and goals of past projects and how success was measured.
- A statement of qualifications must accompany your proposal, even if you have previously worked on similar contracts. It will include your experience in forest management, timber inventorying and any other natural resource management. Include the estimated time required to complete the acres being proposal on, along with the name(s) and experience of all employees of the Contractor who will aide in completing the contract.

#### **D. QUALIFICATIONS AND EXPERIENCE**

Proposals will only be accepted from contractors who are registered foresters. A copy of this documentation will be required with the proposal submission.

Contractors shall provide a description of previous work experience on projects similar in nature to the requested services. A summary and scope of services should be provided for each example, as well as, the success of the project.

#### **E. EVALUATION CRITERIA**

Proposals meeting the minimum qualifications and experience as outlined in D, Qualifications and Experience and Fees, of this RFP, will be evaluated by MDWFP using the following criteria: **Maximum Total Points -- 100**

1. Qualifications and experience of the contractor to perform these services. **50 points.**
2. Specialized experience in the type of work to be performed. **25 points.**
3. Price per plot. **25 points.**

#### **F. PROPOSAL SUBMISSIONS**

All proposals shall be submitted in writing on or before 1:59 p.m. on January 26, 2016 to MDWFP, Attn: Esther Young, 1505 Eastover Drive, Jackson, Mississippi 39211.

Questions may be directed to [esthery@mdwfp.state.ms.us](mailto:esthery@mdwfp.state.ms.us). MDWFP will choose the best proposal and MDWFP and the chosen party will enter into negotiations for the purpose of creating a contract providing for field data collection services for the agency. If the parties are not able to agree on a contract, MDWFP may choose the next best proposal and enter into negotiations with that proposer.

**NOTE: The contractor awarded this job(s) will not be awarded the audit cruise if they are low bidder of the audit cruise due to conflict of interest.**

#### **G. PRE-CONTRACT MEETING**

MDWFP will hold an optional pre-contract meeting with the prospective contractors, January 26, 2016 at 2:00 p.m., to review and clarify all aspects and requirements of the contract, look over the work area, and answer any questions either party may have concerning the contract specifications.

#### **H. COMPLETION DATE**

The contractor of the Coastal Invasive Species Inventory may submit their data weekly to the MDWFP. Those plots will be audited within two weeks. The project is to be completed one year from award date.

#### **I. BILLING**

Invoices for all completed plots may be submitted weekly. Payment will be processed upon successful completion of a field audit of the Contractor's work and submission of the electronic data to the MDWFP.

#### **J. PENALTIES**

A penalty may be assessed for any work poorly performed or done prior to the mandatory pre-contract meeting.

#### **K. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

#### **L. INSURANCE**

The vendor represents that it will maintain workers' compensation insurance, which shall inure to the benefit of all the contractor's personnel provided hereunder,

comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence. All general liability and professional liability bond insurance will provide coverage to MDWFP as an additional insured. MDWFP reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Claims under comprehensive General Liability for damages because of injury to or destruction of tangible property, including loss of use resulting there from. Coverage for "completed operations" shall be required under this comprehensive liability section.

The Contractor shall provide and maintain during the term of this contract, at the contractor's expense, Comprehensive Automobile Liability Insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident terms for bodily injury and per accident for property damages.

**The Certificate of Insurance will be required with the proposal submission.**

#### **M. CONTRACT TYPE AND TERMS**

Contract will be a Fixed-Price Contract.

#### **N. TAXES**

MDWFP is a state agency and is exempt from federal, state and local taxes and vendors must quote prices, which do not include such taxes.

#### **O. AWARDING THE CONTRACT**

It is the intent of the agency to award to a single proposer per job. However, MDWFP reserves the right to issue multiple awards. Multiple awards will only be issued in the event that the agency determines a single awardee cannot adequately provide the entire scope of services needed. Any multiple awards shall be made in accordance with the provisions of Section 3-203 (Competitive Sealed Proposals) and be limited to the least number of suppliers necessary to meet the valid requirements of the agency.

**The contractor awarded this job(s) will not be awarded the audit cruise if they are low bidder of the audit cruise due to conflict of interest.**

#### **P. POST-AWARD DEBRIEFING**

In an effort to build and strengthen business relationships and improve the

procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during the post-award debriefing in accordance with Section 7-112.032 of the *Personal Service Contract Review Board Rules and Regulations*:

- a. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
- b. The overall evaluated cost or prices, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- c. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- d. A summary of the rationale for the award; and
- e. Reasonable responses to the relevant questions about selection procedures contained in the solicitation, applicable regulation, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

- a. Trade secrets as identified by the offering vendor claiming trade secrets;
- b. Privileged or confidential manufacturing process and techniques as identified by the offering vendor claiming privileged or confidential information; and/or
- c. Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or
- d. The names of the individuals providing reference information about any vendor's past performance.

#### **Q. DEBRIEFING REQUEST**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by US Mail, or electronic submission to be received by the agency with three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify MDWFP and identify its attorney.

Additional information regarding post-award debriefing may be found in Section 7-112 of the Personal Service Contract Review Board Rules and Regulations which may be found at <http://www.mspb.ms.gov>.

#### **R. GOVERNING LAW**

The laws of the State of Mississippi and the policies of MDWFP shall govern the agreement.

#### **S. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDWFP to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDWFP, MDWFP shall have the right upon ten (10) working days written notice to the contractor, to terminate any agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **T. REPRESENTATION REGARDING CONTINGENT FEES**

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the vendor's bid or proposal. **(Please fill out "Attachment 1" and send in with your bid response.)**

#### **U. REPRESENTATION REGARDING GRATUITIES**

The bidder, or vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

#### **V. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

## **W. STOP WORK ORDER**

1. Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
  - a. cancel the stop work order; or,
  - b. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
2. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - a. the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and,
  - b. the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or



otherwise.

4. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

#### **X. TERMINATION FOR CONVENIENCE**

1. Termination. The procurement officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The procurement officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
2. Vendor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the PSCRB Rules and Regulations Manual Page 162 Effective Date 1/01/2013 terminated work. The procurement officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **Y. TERMINATION FOR DEFAULT**

1. Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the procurement officer may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar

supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.
3. Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the contractor such sums as the procurement officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts,

"Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **Z. PRICE ADJUSTMENT**

1. Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
  - a. by agreement on a fixed price adjustment before commencement of the additional performance;
  - b. by unit prices specified in the contract;
  - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
  - d. by the price escalation clause.
2. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

## **AA. ACKNOWLEDGMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDWFP by the time and at the place specified for receipt of bids.

## **BB. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been

arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

#### **CC. E-VERIFICATION**

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Vendor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Vendor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both in the event of such termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

#### **DD. CONFIDENTIALITY**

Each proposer may designate those portions of his proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Miss. Code of 1972, Sec. 25-61-9 and 79-23-1.

#### **EE. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss.

Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### **DD. PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

#### **EE. E-PAYMENT**

Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five days of receipt of invoice.

**"ATTACHMENT 1"**

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (*circle applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Vendor \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

I acknowledge receipt of \_\_\_\_\_ addenda.

Please return with your bid.

## **GUIDELINES FOR INVENTORYING WILDLIFE MANAGEMENT AREAS**

### **PURPOSE**

The purpose of this inventory is to collect all of the data necessary for the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) to document invasive species and to predict their movement. This can only be accomplished through a sincere effort on the Contractor's part in the thorough and professional collection of the requested field data.

### **OVERVIEW**

As with any habitat analysis, the following items will be required from the Contractor to allow for a complete compartment database for proposing management need and actions:

- I. Document the presence of invasive species (All plots successfully tallied on a hand-held data recorder using T-Cruise)
- II. Forest Inventory (All plots successfully tallied on a hand-held data recorder using T-Cruise)
- III. Provide field data to MDWFP within 5 days of collecting it for auditing purposes

Details of the above items are provided in the following inventory specifications section.

### **MDWFP RESPONSIBILITIES**

The following items will be fulfilled by the MDWFP:

1. Provide Contractor with the following inventory files: plot allocation (.way format); inventory boundary and compartment shape files; topographic and/or aerial coverage (.tif and .tfw) of project area and; T-cruise parameters (.tcc)
2. Will provide specific forest specification limits particular to the project that are included within the .tcc parameters.
3. Perform initial and intermediate audits of inventory work to ensure proper procedures are being met.
4. Will assist Contractor in data transfer upon completion.

## INVENTORY SPECIFICATIONS

### SECTION I.

#### I. INVENTORY (Forest Resources)

##### A. General

An inventory will be performed for invasive species, sawtimber, pulpwood, and regeneration. All sampling will be sampled in a circular manner, clockwise about a fixed plot center. Additionally, a 1/100 acre circular plot (11.8' radius) will be taken for regeneration. Each plot will include the recording of the following in T-cruise: presence of each invasive species encountered and on each timber plot: DBH, merchantable height, product class, and species for merchantable trees; species and classification of regeneration on 1/100th acre plot (11.8' radius).

Sampling intensity will be approximately one plot per two and one-half acres for invasive species and one plot per five acres for timber inventory. Invasive species data will also be collected on timber plots.

All plot centers shall be marked on the ground at plot center with orange wire flags and above ground (in a tree or bush close to plot center) with glow-orange flagging marked with the plot number. Plot sampling should begin due North, going clockwise and the first merchantable tree shall be flagged with glow-orange flagging. Plots shall be within 10' of the Solo Forest designated plot center.

##### B. Tally on Data Recorder

All tree data will be entered in the appropriate location within a hand-held data recorder using the provided T-cruise parameters. Each plot location will be separated by plot number and data will be recorded for the following:

1. 1/5th acre plot (sawtimber): tree species by code, DBH (1" classes), appropriate merchantable height and product. A list of species can be found in Exhibit 1.
2. 1/10th acre plot (pulpwood): tree species by code, DBH (1" classes), appropriate merchantable height and product.
3. 1/100 acre plot (regeneration): tree species, stem count and classification based on height.
4. Presence of invasive species: record presence of invasive species within 24 feet of plot center. A list of invasive species can be found in Exhibit 2.



The following are the product specifications for this inventory product:

**1. Sawtimber:**

A. Hardwood – Record by species all trees 13.6" DBH and larger, tallied in 1-inch classes. Heights are recorded in 16-foot logs and half logs and estimated to a minimum 10" top or merchantable height as determined by form. A sawtimber stem must have at least one merchantable log to be considered.

B. Pine – Record by species all trees 13.6" DBH and larger, tallied in 1-inch class. Heights are recorded in 16 foot logs and half-logs to a minimum 8" merchantable top determined by form.

Pine and hardwood sawtimber-sized trees that are determined un-merchantable, due to form, will be recorded as pulpwood (PW) in the product column.

**2. Pulpwood:**

A. Hardwood – All trees 4.6" - 13.5" will be tallied by species, DBH in 1-inch classes and the appropriate height in feet by 5 foot increment up to a 4" top. Minimum merchantable height is 20'.

B. Pine – 4.6" – 13.5" will be tallied as described above, exception: pine stems of exceptional form and 8.6" DBH and larger should be considered as Chip-N-Saw (CNS). Minimum merchantable height is 20'.

Pine and hardwood pulpwood size trees that are determined un-merchantable, due to form, will be recorded as cull (CL) in the product column.

**3. Regeneration:**

Regeneration counts will be carried out at each plot, within a circular 1/100th-acre plot (radius 11.8 feet from plot center), tallying by species and height classes (0.1" to 18.0" and 18.1+" tall respectively) and number of stems.

**4. Cull Trees:**

Any tree that is hollow or contains less than 10% merchantable growth within the bole will be considered a cull tree, regardless of product

determination (ex. sawtimber, pulpwood, etc.). The exception will be an active or potential den tree, which shall be coded accordingly. A den tree may be alive or dead tree.

### **C. Data Management and Transfer**

The Contractor is responsible for protecting all data recorded during the course of performing the fieldwork through the completion of the inventory project. This includes data organization and delivery to the MDWFP. The MDWFP requires periodic data delivery from which to perform audits during the course of this contract. The Contractor will make available plot data for this purpose as determined by the MDWFP.

Upon completion of the fieldwork, the Contractor will supply the MDWFP with all data collected, including plot data (.tce or .tcd), all spatial points described (Solo Forest) and any field recorded comments, through either external drives or through web-based options. All data collected is and shall become the property of the MDWFP. No reproduction, use of other distribution of the data by the contractor is allowed without the prior written consent of the MDWFP.

## **COMPARTMENT INSPECTION AND ACCEPTANCE**

### **SECTION II**

#### **INSPECTION PROCEDURE**

A. Stand examination work will be accepted on the basis of a formal inspection by the MDWFP and its designated agents. Inspection of selected stands and/or plots will be made for compliance with the Technical Accuracy Standards. (See Section III)

B. A minimum of 5% of the plots will be selected for inspection. If the check reveals unsatisfactory work, an additional 5% of the plots will be inspected.

C. During the initial phase of the inventory, the MDWFP or its designee will be required to accompany the Contractor for an inspection of selected plots. This procedure should help resolve any questions or problems prior to the implementation of any work.

D. Upon notification that an intermediate audit is not in compliance, the Vendor will cease work on this contract and any and all other active inventory contracts with the MDWFP, until such time as problems are satisfactorily resolved and the MDWFP on each contract informs the Contractor that work may resume.

### SECTION III

#### TECHNICAL ACCURACY STANDARDS

A. Purpose: The following standards and tolerances are established for accepting the recorded data. For purposes of evaluating the accuracy of the stand or plot data collected by the Contractor, a point value system has been established for the various items measured. Specified items constitute a definite point loss defined in the technical accuracy standards.

B. Flagging and Plot Centers: Plot centers not properly located, flagged or not found will be treated as a missed plot described in the technical accuracy standards. Plot center must be within 10' of Solo Forest's exact plot center.

#### TECHNICAL ACCURACY STANDARDS TABLE

##### PLOT SUMMARY

Date	-2
Plot Center	-5
Missed Plot	-10
Plot Number	-2
Forest Type	Unacceptable
Invasive Species	Unacceptable

##### PLOT TREE TALLY

<u>ITEM</u>	<u>TOLERANCE RANGE</u>	<u>POINT LOSS</u>
<u>Merchantable Trees</u>		
Number of Trees		-2 First (1 wrong) -4 Every Other
Species		-4
DBH	1 inch	-4
Height	± 1/2 Log Sawtimber	-4

Product		-4
<u>Cull Trees</u>		
Number of Trees		-2 First (1 wrong) -4 Every Other
Species (Only for live trees)		-4
DBH	± 4 inches	-4
Height	± 16 feet	-4

#### Regeneration

Regeneration Count	± 5% by species within each height class	-1
Regeneration Species I.D.		-2
Regeneration Height		-1

### **UNACCEPTABLE STAND DETERMINATION**

#### **SECTION IV**

#### **UNACCEPTABLE PLOTS OR STANDS**

- A. Any plot or stand with an unacceptable forest type.
- B. Any invasive species not tallied as present when it is on the plot.
- C. Any plot or stand where the point loss is 10 or greater on either the individual tree tally sheet or the plot summary sheet.
- D. Inventory accuracy will be determined by the following equation:

$$\text{Stand Accuracy} = \frac{\text{Acceptable Plots or Stands Inspected} * 100}{\text{Total Plots or Stands Inspected}}$$

Stand accuracy must be  $\geq 80\%$  to be acceptable.

### Exhibit I: Tree Species

Species Number	Species	Species Number	Species
1	Swamp Laurel Oak	45	Loblolly Pine
2	Water Oak	46	Shortleaf Pine
3	Cherrybark Oak	47	Longleaf Pine
4	Nutall Oak	48	Slash Pine
5	Southern Red Oak	49	Spruce Pine
6	Shumard Oak	50	Bald Cypress
7	Willow Oak	51	Eastern Red Cedar
8	Northern Red Oak	52	Tallow Tree
9	Laurel Oak	53	
10	Bluejack Oak	54	
11	Diamond Leaf Oak	55	
12	White Oak	56	
13	Chinkapin Oak	57	
14	Overcup Oak	58	
15	Post Oak	59	
16	Delta Post Oak	60	
17	Swamp Chestnut Oak	61	
18	Hickory	62	
19	Bitter Pecan	63	
20	Sweet Pecan	64	
21	Black Walnut	65	
22	Beech	66	
23	Sweetgum	67	
24	Tupelo	68	
25	Blackgum	69	
26	Black Cherry	70	
27	Persimmon	71	
28	Sugarberry	72	
29	Ash	73	
30	Elm	74	
31	Cedar Elm	75	
32	Hornbeam	76	
33	Maple	77	
34	Boxelder	78	
35	Sycamore	79	
36	Yellow Popular	80	
37	Dogwood	81	
38	Magnolia	82	
39	Mulberry	83	
40	Sassafras	84	
41	Black Locust	85	
42	Honey Locust	86	
43	Cottonwood	87	
44	Black Willow	88	

## Exhibit II: Invasive Species

Common Name	Scientific Name
Trees	
Silktree, Mimosa	<i>Albizia julibrissin</i>
Tungoil	<i>Vernicia fordii</i>
Chinaberrytree	<i>Melia azedarach</i>
Tallow Tree, Popcorn Tree	<i>Triadica sebifera</i>
Shrubs	
Chinese/European Privet	<i>Ligustrum sinense</i>
Japanese/Glossy Privet	<i>Ligustrum japonicum</i>
Grasses	
Giant Reed	<i>Arundo donax L.</i>
Cogongrass	<i>Imperata cylindrica</i>
Ferns	
Japanese Climbing Fern	<i>Lygodium japonicum</i>
Forbs	
Alligator Weed	<i>Alternanthera philoxeroides</i>
Cane	
Switch Cane	<i>Arundinaria gigantea</i>
Animal	
Wild Pig	<i>Sus scrofa</i>

### Proposal for Coastal Invasive Species Inventory

Date Opened: \_\_\_\_\_  
Opened By: \_\_\_\_\_  
In Presence Of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MDWFP  
Coastal Invasive Species Inventory  
1505 Eastover Dr.  
Jackson, MS 39211

Dear Sir,

In response to the invitation to proposal (I or We) submit the following bids:

Buccaneer State Park:       \$ \_\_\_\_\_/Per Plot Invasive Species Only Plots  
                                      \$ \_\_\_\_\_/Per Plot Invasive Species and Timber Plots

Shepard State Park:       \$ \_\_\_\_\_/Per Plot Invasive Species Only Plots  
                                      \$ \_\_\_\_\_/Per Plot Invasive Species and Timber Plots

Pascagoula River WMA:     \$ \_\_\_\_\_/Per Plot Invasive Species Only Plots  
                                      \$ \_\_\_\_\_/Per Plot Invasive Species and Timber Plots

Ward Bayou WMA:         \$ \_\_\_\_\_/Per Plot Invasive Species Only Plots  
                                      \$ \_\_\_\_\_/Per Plot Invasive Species and Timber Plots

If declared the successful bidder, \_\_\_\_\_ (I or We) agree to execute a contract within 15 days from the receipt of notice of the acceptance proposal. **A performance bond in the amount of 10%, not to exceed \$1,000, will be provided at the signing of the contract in the form of a corporate check, surety bond, cashier's check, certified check, or money order.** This performance bond will be held by the Mississippi Department of Wildlife, Fisheries, and Parks to guarantee the faithful performance of each and every article of the contract. Upon written notice of completion of the contract in full by the Contractor, the MDWFP will return the performance bond in full, less any money withheld as damages by the Seller.

Sincerely,

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Full Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

DRAFT